

Village Homes Clubhouse Rental Rates

Revised Nov. 24, 2021

**Category “A” - 20 or fewer guests
Rental Fee \$110.00 – Deposit \$500.00**

**Category “B” – 21-40 Guests
Rental Fee \$220.00 – Deposit \$500.00**

**Category “C” - 41-100 Guests
Rental Fee \$440.00 – Deposit \$1,000.00**

Please note rental of the clubhouse is limited to Village Homes residents. Tenants may rent the clubhouse only if the owner signs the Rental Application and Agreement and takes full responsibility for any damage or liability that may occur.

The rental allows full use of the clubhouse facility. **Pool Area, Tennis Courts, and Patio Areas are not included in the rental of the clubhouse.** The doors at the clubhouse must always remain closed during your event. Music is allowed at a reasonable decibel and if it does not unreasonably disturb the neighboring homes.

The event must conclude by 10:00 p.m. An extra charge of \$100.00 will be deducted from the deposit if the event exceeds 10:00 p.m., and the entire deposit will be forfeited if the event is not over by 11:00 p.m. This time limit will be strictly enforced.

- 25% of rental fee is due at time of reservation and is non-refundable.
- Village Homes, in compliance with the Fire Department, does not allow more than a maximum of 100 guests for any event.
- Security Deposit must be paid at least two weeks prior to event. After the event, the deposit (or portion thereof) will be sent back to the owner within two weeks.
- Village Homes POA must be listed as **Additional Insured** on your **Homeowner’s Liability Insurance** in the amount of **\$300,000**. Please submit this document along with the deposit.
- All guests must sign the Facilities Hold Harmless Agreement.

****Clubhouse key must be returned within 48 hours of event ending****

Village Homes Property Owners Association

1040 Evenstar Avenue, Westlake Village, CA 91361

(805) 497-4491

Villagehomespoa@gmail.com

CLUBHOUSE RENTAL APPLICATION/AGREEMENT

Please return the application, along with deposit, rental fee(s) and Certificate of Insurance to the Clubhouse when completed.

Name of Applicant: _____
Person listed as "APPLICANT" ***must*** be in attendance

Address: _____

City: _____ Zip: _____

Day Phone: _____ Eve/Cell Phone: _____

Email Address _____

Date of Event: _____ Day of the Week: _____

Time: _____ AM/PM –to– Time: _____ AM/PM

Describe purpose of event: _____

Do you plan to charge money for anything? YES NO

If YES, please explain: _____

Will there be Music? YES NO DJ Other

If other, please explain _____

All music must end by 10:00 p.m. Music is allowed, provided it is kept at a reasonable level with all doors kept closed!

Approximate number of guests at the Event: _____ **Limit of 100 persons**

Will ALCOHOL be served? YES NO

Will ALCOHOL be SOLD? YES* NO

Please attach a Certificate of Insurance naming **Village Homes POA @ 1040 Evenstar Avenue, Westlake Village, CA 91361**, as the Additional Insured. (\$300,000 minimum liability)

IF ANY OF THE RULES ARE BROKEN, THE SECURITY DEPOSIT WILL BE FORFEITED.

The information provided on this application is correct to the best of my knowledge. I have read and agree to abide by all **CONDITIONS AND POLICY FOR USE** for the Village Homes Clubhouse.

Signature: _____ Date: _____

If Clubhouse is rented by a Tenant, the Owner's signature is required below.

I/We accept full responsibility for rental of the Clubhouse by the above-named tenant.

Owner Signature: _____ Date: _____

VILLAGE HOMES CLUBHOUSE CONDITIONS FOR USE

1. Acceptance of these CONDITIONS shall be prerequisite to consideration by the Board of Directors, of any application and the APPLICANT shall be liable to the Association for full compliance with these CONDITIONS.
2. OWNER/APPLICANT shall agree to indemnify and hold harmless the Association, it's Officers, Employees, Directors, and Agents from all claims, liability, loss, or damage resulting from the use by the APPLICANT of any of the Association Facilities.
3. OWNER/APPLICANT shall accept the responsibility and legal liability for the conduct and actions of guest(s) or attendee(s) and for damage to the facilities and equipment. Prior to keys being issued, APPLICANT shall provide a Certificate of Insurance, naming Village Homes as an additional insured, in the amount as specified by the use and the Board.
4. The facilities shall be cleaned and vacated, INCLUDING Sundays, unless special arrangements have been made. Complete cleaning of all rooms and facilities and removal of all rented equipment, decorations, food, trash, and other materials, shall also be accomplished within that period. (This requirement may be modified upon request if no conflicts or inconveniences will result).
5. APPLICANT shall agree to comply with all State and Local Laws that may pertain to the use of the facilities. The Board of Directors limits the use of the Clubhouse to **100 persons** only.
6. INDEMNITY FROM PROPERTY DAMAGE: OWNER/APPLICANT agrees to be responsible for all damage to the premises which may arise out of the Event. APPLICANT shall inspect the premises immediately prior to the Event and shall inform the Association by telephone (805) 413-1170, prior to the Event, if any defects are found outside of regular business hours. If no such defects are reported, the premises shall be presumed to be in good condition, without defects immediately prior to the Event.
7. The Association does NOT provide any cleaning services, nor does it accept any responsibility for cleanup, removal, or storage of furniture, trash, decorations, or decoration removal, vacuuming, etc. If such cleaning, removal, etc., is not completely accomplished by the OWNER/APPLICANT, a cleaning fee, at the discretion of the Board, shall be assessed, to return the facilities to its original condition. All trash is to be placed into the blue trash bins outside of the building.
8. APPLICANT shall abide by the following conditions:
 - a. **NOISE** shall be always controlled to a reasonable level in consideration of the neighboring homeowners. **All exterior doors shall be kept closed at all times** except as necessary for occasional entry or exit. MUSIC is allowed until 10:00 pm.
 - b. **SMOKING** is prohibited within the Clubhouse, rest rooms, and pool areas. Smoking is only permitted within the Village Homes parking lot.
 - c. **RED-DYED BEVERAGES AND FOODS** (such as red wine, punch, or red food coloring on cakes) shall not be served or consumed in the carpeted areas.

d. **SPILLED FOOD OR BEVERAGES** shall be swept or blotted up only. No attempt shall be made to clean carpeting since permanent and expensive damage can result from non-professional cleaning attempts. Only vacuuming is permitted; carpet cleaning as needed shall be performed only by a professional under jurisdiction of the Association (as part of deposit).

e. **TRASH** and other debris shall be placed in closed plastic bags and removed to the outside trash area (northeast side of building) and placed inside the trash receptacles. Whatever does not fit in the receptacles must be taken away from the premises. DO NOT leave trash lying around the pool area.

f. **KITCHEN EQUIPMENT** shall be left in clean and operating condition, including garbage disposal, range, microwave, refrigerator, and all countertops.

g. **FURNITURE** shall be picked up and carried, or rolled into place on carriers provided, and shall not be dragged across carpeted or tiled area. Clubhouse furniture/equipment shall be returned to its proper storage area after the Event, without damage to the furniture or the premises. Association furniture shall **not** be placed outside the building at any time.

h. **LIGHTS/THERMOSTAT**. Before leaving, please turn off all lights and check that all doors are closed and locked. When using the thermostat, be sure to turn it off when leaving so the AC or heater is not running all night or weekend.

i. **CLEAN-UP INCLUDES** placing things back where they were, including tables and chairs; sweeping, vacuuming and spot removal on carpet; cleaning kitchen including microwave, oven and refrigerator; cleaning messes and spills in restrooms.

9. MISCELLANEOUS RULES:

a. The use of rice, glitter products, craft supplies, or flammable decorative materials is strictly prohibited.

b. No staples, tacks, or tape (or anything else) is to be attached to the building, walls, or the carpet.

c. Village Homes P.O.A. prohibits candles and all open flames unless a permit has been obtained from the Ventura County Fire Department.

d. **DOORS**. All doors must be locked, including the restroom doors, at the end of the Event.

e. **PARKING**. Parking is discouraged on the cul-de-sacs on Ashford Court and Stormcroft Court, or in front of homes on Evenstar Avenue. Guests are to use the Clubhouse parking lot.

VILLAGE HOMES CLUBHOUSE

POLICY FOR USE

The Association does **not** offer use of the Clubhouse Facilities as a **Commercial Business Venture**. The Clubhouse is intended for use primarily by:

- The Association for membership meetings, meetings of the Board of Directors, and Association Committee Events.
- Resident homeowner members in **good standing** for their **personal events**. **Residents may not sponsor nonresident events**. If clubhouse is used by a Tenant, the Owner of the property must sign the application and accept responsibility for the action of their Tenant.
- Others, as defined below, if the use does not conflict at the time of application with either of the above.

Definition of Terms

Security Deposit: The Security Deposit shall be used for post event cleaning of the Clubhouse **and** for repairs of the Clubhouse as deemed necessary by the Board of Directors following the event.

Certificate of Liability: Shall be described below as in Number 3.

1. Residents may reserve the facility up to twelve (12) months in advance for events.
2. The Clubhouse is not available for use by local organizations, commercial ventures, multiple dates, regular or monthly events, special circumstances or other non-routine use applications without special approval by the Board of Directors.
3. **ALL APPLICANTS shall provide a Certificate of Liability Insurance in the minimum amount of:**
 - **\$300,000 for Village Homes residents' personal social events**.

The **Certificate of Liability Insurance is to include Village Homes as Additional Insured** on the homeowner's residential property insurance. No event will be approved without a copy mailed or faxed to the Clubhouse Office prior to the event. To obtain such insurance, the homeowner is to contact their Insurance Agent for the addition of the "Additional Insured".

Those using the Clubhouse are expected to be considerate of the residents in the surrounding neighborhood. Any **excessive** noise inside or outside the Clubhouse will not be tolerated. If a neighbor complains about the noise, a warning will be issued by the Security Guard. If there are further complaints, the police may be called and the **Security Deposit will not be refunded**.

Rental of the Clubhouse **does not** include the **pool area or the patios**. **The Clubhouse doors must remain closed during the arranged function**. The Security Guard has the authority to end the function if this is not strictly adhered to.

**** Jolly Jumpers and/or Bouncers are not allowed in the clubhouse or on the premises, due to the liability.**

5. The Board shall review all applications and their decision is **final**. All decisions, fees, and conditions are at the discretion of the Village Homes Board of Directors.

6. ASSOCIATION EMERGENCY REPRESENTATIVE can be reached during the Event by telephone at **(805) 413-1170**. All spaces and facilities shall be left in a clean and orderly condition. The amount of the Cleaning Fee refund shall be determined by the Association Manager based solely on the post-use inspection. If major damage occurs, the Board may request additional funds to repair the damage. In such situations, determination will be made by the Board.

7. I have read the conditions of this policy and I understand its content. I further agree to its conditions by signing this agreement. *(NOTE: approval of the Rental Application will not be made if this is not signed)*

Signature: _____ Date: _____

If the clubhouse is rented by a Tenant, the Owner's signature is required below.

Signature: _____ Date: _____

Security Guards at Clubhouse Functions

Should a Security Guard be required for your function, the following will be required of the APPLICANT as well as the Security Guard:

The rate for the Security Guard shall be determined by the Company that the Renter chooses. The Guard will follow their company's procedures at the Clubhouse. It is the responsibility of the renter to provide the rules of the Clubhouse to the Guard.

The Guard will ensure that the live or amplified music is kept at a reasonable decibel. When any music is played, all outside doors to the Clubhouse will be kept closed. The Guard will ensure that **NO** music or other noise occurs after 10:00 PM on any day of the week. If there is a complaint from a neighboring resident about the noise, the guard shall immediately notify the sponsoring person. That person will then be required to reduce the sound level to comply with the judgment of the Security Guard. If the noise continues, and/or if another complaint from the neighborhood is made, the Security Guard has the authority to immediately end the Event.

The Security Guard will enforce the NO SMOKING ordinance in the Clubhouse and surrounding areas, including the bathrooms. If there are violations, the Security Guard will issue a warning. Should this continue, the Security Guard will inform the Board, and the Security Deposit will be forfeited. Smoking is only allowed in front of the building, in the Parking Lot.

Should a Guard be required, notification must be made to the Clubhouse Office two weeks in advance of an event, that a Guard has been hired for the event.

If the group or any individuals in the group become unruly, or if outsiders attempt to intrude on or disrupt the function, the Guard will use his/her discretion in deciding whether to call the police.

In the event of a violation of the law or Clubhouse rules, the guard shall obtain information (i.e., physical descriptions, license numbers, names) about the person(s) involved and make a written report. A police report may be taken as well if so, called by anyone at the party.

The Guard will remain on the premises until **all guests** have left. No Guard is required for the time it takes to clean up after the event. The Guard will supply the Clubhouse Office with a written report regarding any problem occurring at the Event. Serious violations of the Clubhouse rules will result in the Event holder to forfeit and/or not be allowed further rental options of the Clubhouse.

I have read and agree to abide by the rules and requirements of the above Security Guard functions. I further agree not to interfere with the duties of the above-mentioned Security Guard.

Signature: _____ Date: _____

If the clubhouse is rented by a Tenant, the Owner's signature is required below.

Signature: _____ Date: _____

CLUBHOUSE EQUIPMENT & FURNITURE

Please do not drag any furniture or heavy items across the carpeted areas.
(Causes permanent drag marks on the carpet.)

Furniture Carts	4
Card tables (Size 2' x 4')	6
Banquet Tables (2.5' x 6')	10
Folding Chairs	102
Round Tables (lower area)	4
Chairs (lower area)	16
Sofas	0
Coffee Table	0

CLEANING EQUIPMENT PROVIDED

Vacuum Cleaner (2)
Broom
Dustpan
Mop & Bucket

**** NOTE:** You must provide your own cleaning supplies (*i.e., trash bags, all purpose cleaner, paper towels, etc.*). Do not use the paper towels in the bathrooms for cleaning. Please wipe down all tables that were used.

DO NOT REMOVE SHELVES FROM REFRIGERATOR
DO NOT MOVE THE DISPLAY CABINETS (2)

VILLAGE HOMES PROPERTY OWNERS' ASSOCIATION
FACILITIES HOLD HARMLESS AGREEMENT

The Village Homes Property Owners' Association ("Association") includes certain common area elements including, but not limited to, a swimming pool and spa, clubhouse, and tennis courts (collectively referred to as "Facilities"). The Facilities have been previously closed to minimize the spread of COVID-19. I hereby acknowledge that I, on behalf of myself, my spouse, my family members, my children, and/or anyone else in my household (collectively referred to as "I") have requested use of the Association's Facilities. The Association will allow usage of such Facilities only upon signing of this hold harmless agreement and agreement to strictly comply with all rules for use of same and any applicable government guidelines or regulations from time to time. All such rules and guidelines are deemed incorporated by reference. I agree that if I violate those rules, guidelines, or regulations, that I may be asked to leave the facilities and that future use of the facilities area may be restricted or prohibited. I understand that the Association can restrict Facilities usage and/or occupancy as necessary to whatever times are convenient to the Association and its staff to accommodate and/or to comply with local, city, county, and state health ordinances.

I understand, acknowledge, and accept that because the Association's Facilities are open for use by other individuals, I recognize that I am at higher risk of contracting COVID-19. Further, I acknowledge the contagious nature of COVID-19 and that it can be spread directly between participants using the Facilities. I am aware that frequently touched surfaces allow for the transfer of infected respiratory droplets and that COVID-19 can survive on these surfaces. I am aware that frequently touched surfaces allow for the transfer of infected respiratory droplets and that COVID-19 can survive on these surfaces. I also understand that there is a risk of contracting COVID-19 by using the Facilities.

I further understand that despite the Association's reasonable efforts to mitigate the spread of COVID-19 and comply with all applicable health and safety guidelines imposed by local and state government, I may be exposed to COVID-19, which could result in quarantine requirements, spread to third parties, serious illness, disability and/or death.

ACCORDINGLY, IN CONSIDERATION OF ALLOWING ENTRY AND/OR USAGE OF THE FACILITIES AND WITH FULL AWARENESS AND APPRECIATION OF THE RISKS INVOLVED, I, ON BEHALF OF MYSELF, MY SPOUSE, MY FAMILY MEMBERS, MY CHILDREN, AND/OR ANYONE ELSE IN MY HOUSEHOLD, MY PERSONAL REPRESENTATIVES, MY SUCCESSORS, BENEFICIARIES, TRUSTEES, ASSIGNS, AND HEIRS AND ANYONE CLAIMING THROUGH OR UNDER ME, HEREBY AGREE TO RELEASE, WAIVE, HOLD HARMLESS AND COVENANT NOT TO SUE, THE ASSOCIATION AND ITS RESPECTIVE AGENTS, EMPLOYEES, DIRECTORS, OFFICERS, MEMBERS, COMMUNITY ASSOCIATION MANAGEMENT COMPANIES AND MANAGERS, ATTORNEYS, INSURERS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS, FUTURE CLAIMS, SUITS, DEMANDS, CAUSES OF ACTION, DAMAGES, LIABILITIES, LOSSES AND EXPENSES, INJURIES, ILLNESS AND/OR DEATH, PROPERTY DAMAGE, LIENS AND CHARGES OF EVERY TYPE AND NATURE INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, BY ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY, ARISING OUT OF, OR IN CONNECTION WITH USE OF THE FACILITIES. I FURTHER ACKNOWLEDGE AND AGREE THAT I FREELY ASSUME ALL SUCH RISKS IN ORDER TO HAVE ACCESS TO AND USE OF THE FACILITIES.

By signing below, I acknowledge and represent that I have read the foregoing Release Agreement, understand it, and sign it voluntarily as my own free act and deed, including without limitation the release of liability and hold harmless requirements contained in this document. I am sufficiently informed about the risks involved in using the Association's Facilities to decide whether to sign this document. This Agreement supersedes and replaces all prior agreements, oral or written. I understand that this Agreement shall be effective through December 31, 2023 or may be terminated earlier if agreed to in writing by the Association. I hereby agree to comply with all Association Facilities guidelines, procedures and restrictions and governmental guidelines and regulations. I further acknowledge that I have read and understand all the posted Facilities rules.

I personally am at least eighteen (18) years of age and fully competent and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same.

This Agreement shall be construed in accordance with the laws of the State of California, regardless of where executed. If any provision of this Release Agreement shall be deemed to be invalid, void, or illegal, such provision shall be construed and amended in a manner which would permit its enforcement but in no event shall such provision affect, impair or invalidate any other provision hereof.

The terms of this Agreement are contractual and not merely recitals.

IN WITNESS WHEREOF, the undersigned has executed this release on this ____ day of _____, 2021.

[Signature]

[Print Name]

[Address]